

Phase 2

DATE: April 10, 1975

NAME OF ASSOCIATION <u>CITY OF ELGIN</u>	ADDRESS (Including Zip Code and Telephone) <u>Box 128 ELGIN, OREGON 97827</u>
NAME OF CONSULTING ENGINEER (FIRM) <u>Stephen C. Anderson & Associates</u>	ADDRESS (Including Zip Code and Telephone) <u>Box 1301 LA GRANDE, OR 97850</u>
NAME OF CONTRACTOR (FIRM) <u>MARSHALL ASSOCIATED CONTRACTORS INC</u>	ADDRESS (Including Zip Code and Telephone) <u>PO Box 287 TUMULTIN OR 97062</u>
LOCATION OF CONFERENCE <u>Office of Stephen C. Anderson</u>	<u>PO Box 2521 Eugene OR 97402</u>

- SUBJECTS TO BE DISCUSSED
1. Identification of Official Representatives of Association, Engineer, Contractor and FHA:

ASSOCIATION: <u>CITY RON SCOWLES</u>	ENGINEER: <u>HOWARD PERRY - PROJ ENG.</u>
HEADQUARTERS: <u>CITY HALL - ELGIN</u>	HEADQUARTERS: <u>ENGINEERS OFFICE</u>
CONTRACTOR: <u>UNDETERMINED</u>	FHA: <u>TED HUNTER</u>
HEADQUARTERS: <u>ABOVE</u>	HEADQUARTERS: <u>Box 955 LA GRANDE 963-3085</u>
 2. Responsibilities of Consulting Engineer: (Does not "supervise" the contractor's employees, equipment or operations.)

ADMINISTRATION - INSPECTIONS - PROVIDE CONTROL
STAKES - REVIEW & APPROVE ALL CHANGE ORDERS
 3. Responsibilities of Association's Governing Body: (Actual contracting Organization.)

DISPENSE FUNDS
APPROVE: PAY ESTIMATES
 4. Responsibilities of FHA County Supervisor: (Must see that approval conditions are observed and represents the Government's interests.)

APPROVE PAY ESTIMATES - SIGN CHECKS &
INSPECTIONS.
 5. Responsibilities of Contractor: (Review contract terms.)

PERFORMS WORK BID - PREPARES ^{PAY} ESTIMATES -
APPROVE CHANGE ORDERS - COMPLY WITH TERMS OF CONTRACT
 6. Responsibilities of Any Other Agency Contributing to the Project:

BOISE CASCADE - APPROVE ALL CHANGE ORDERS
OUTSIDE CITY LIMITS
 7. General Discussions of Contract:

A. Alternative Specifications: (Does everyone understand the alternatives applicable to the contract as awarded?)
Clearly Identified by Addition to CONTRACT
IN REGARD TO INS. ON SCHED B AND DELETIONS ON SCHED A -

B. Initiating Construction: (Notice to Proceed.)
Notice of Award To be Issued - ^{estimated date 4-28-75} Notice To Proceed
Delivery of Approved CONTRACT Estimate 4-21-75

C. Completion Time for Contract: (Does everyone understand contract requirements and methods of Computing?)

Sec 5-16 (page) of General Contract.

D. Liquidated Damages:

\$ 100/day

E. Requests for Extension of Contract Time:

Sec. 04 page 610 of General Contract.

F. Procedures for Making Partial Payments:

CONTRACTOR PREPARES MONTHLY PAY ESTIMATE END OF MONTH
WORK VERIFIED BY ENGINEER & PAY ESTIMATES APPROVED BY
CITY 2nd Tues. of each month - END TO FHM C.O. FOR APPROVAL.
COPY SENT TO PORTLAND

G. Guarantee on Completed Work: (Materials, Installed Equipment, Workmanship, Etc.)

ONE YEAR GUARANTEE - FROM DATE CITY ACCEPTS
PROJECT

H. Other Requirements of the Contract and Specifications which Deserve Special Discussions by All Parties.

NONE

8. Contractor's Schedule:

A. Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer to Plan His Operations: (Consideration must be given to needs of Association and the planned operations of other contractors.)

Schedule Submitted AND APPROVED BY
ALL PARTIES

B. Equipment to be Used by Contractor:

CONTRACTORS HAVE ALL MAJOR EQUIPMENT -

C. Contractor's Plans for Delivering Materials to Project Site: (Protection and Storage of Materials.)

CITY PROPERTY

9. Sub-Contracts: (Review and approval of proposed Sub-Contractors and their work schedules.)

Schd - A - Boxes under Rail Road - REPAIRING

Schd - B - Electrical -

10. Status of Materials Furnished by Association:

A. Schedule for Future Deliveries:

Phillips - CRANK CROZIER - STEEL PIPE - ON HAND
IN CITY SHOP

B. Procedures to be adopted by contractor in accounting for and storing such materials:

~~Page~~ ~~General Conditions by Contractor Approved~~
N.A.

11. Change Orders: (Detailed explanation of procedure to be followed and clearance which must be obtained before changes are implemented.)

Page 65(c) General Conditions Initiated by CONTRACTOR
Basin Cascade outside city limits
Approved by CONTRACTOR, CITY, ENGINEER & FHA - 4 copies
Submitted to FHA - PORTLAND.

12. Staking of Work: (Clearly Define responsibilities of Engineer and Contractor. Line and Grade must be furnished by Engineer.)

See C-17 Page of General Conditions -

13. Project Inspection:

A. Functions of Consulting Engineer, including Records and Reports:

Provide Full Time Inspection - Inspector maintain daily diary - ONE
PAGE REPORT TO F.H.A MONTHLY OUTLINING PROGRESS.

B. Responsibilities of Owner:

NO DIRECT RESPONSIBILITY

C. Responsibilities of FHA:

COUNTY SUPERVISOR MAKES ROUTINE INSPECTIONS TO INSURE
WORK BEING PAID FOR HAS BEEN ACCOMPLISHED

D. Safety and Sanitary Regulations:

ENGINEER IN REGARDS TO SPECS - STATE WILL PERFORM
PERIODIC INSPECTIONS -

14. Final Acceptance of Work: (Include requirements for tests and cleanup of project site.)

ON SITE INSPECTION
BY CITY, CONTRACTOR, ENGINEER & FHA

15. Labor Requirements:

A. Equal Employment Opportunity Requirements:

DISCUSSED WITH CONTRACTORS & POSTER GIVEN
HIM.

B. Davis-Bacon Act:

N.A.

C. Other Federal Requirements:

N.A.

D. State and Local Requirements:

STATE WAGE CERTIFICATION -

E. Union Agreements:

N.A.

F. Reports Required:

AFFIRMATIVE ACTION PLAN

16. Equal Employment Provisions of Contract:

DISCUSSED

17. Rights-of-Way and Easements:

A. Explain any Portion of Project not available to Contractor:

ALL R/W OBTAINED - EXCEPT RR CROSSING -

B. Contractors Responsibilities During Work Covered by Contract:

NOTIFY BOSCH CASCADE WHEN WORKING ON THEIR EASEMENT - RETURN ALL ROADS & ECT TO ORIGINAL CONDITION

C. Coordination With Railroads, highway departments and other organizations:

CONTRACTOR TO NOTIFY RR, STATE HIGHWAY & BOSCH CASCADE WHEN THEY INTEND TO WORK ON RIGHT-OF-WAY EASEMENTS

18. Placement of Project Signs and Posters:

BY PHASE I CONTRACTOR - HAVE POSTER TO EACH CONTRACTOR -

19. Handling Disputes:

§ 12 & 39 OF GENERAL CONDITIONS - ENGINEER EVALUATES DISPUTES - LAST RESORT ARBITRATION COMMISSION NOTED AND CONCURRED WITH, But understood not to be a modification of any existing contracts or agreements:

(Signatures of Members of Governing Board of Association)

R. L. Marshall, President
(Contractor Representative)

Warren L. Steinmayer, Chairman
(Chairman)

Don D. Walter, President
(Contractor Representative)

Ronald D. Soubrier, City Recorder
(Board Member)

Howard L. Dwyer
(Consulting Engineer Representative)

(Board Member)

Louis M. Beatty
(FHA Representative)

Thorton R. Hunter

Neal J. Swan B.C.C.